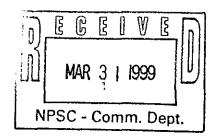
## **EVERCOM SYSTEMS, INC.** (T)

Telephone Tariff

Filed with

Nebraska Public Service Commission

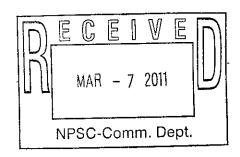
March 19, 1993





The pages of this tariff, as listed below, are effective as of the date shown. Original and revised sheets, as named below, contain all changes from the original tariff that are in effect on the date thereon except as otherwise noted.

PAGE	REVISION NUMBER	PAGE	REVISION NUMBER
1	Nineteenth Revised*	19	Eighth Revised
2	Second Revised	20	Sixth Revised*
3	Second Revised	20.1	Original
4	Third Revised	21	Reserved
4.1	Sixth Revised	22	Reserved
5	Second Revised	23	Reserved
6	Third Revised	24	Reserved
7	Third Revised	25	Reserved
7.1	Original	26	Reserved
8	Second Revised	27	Second Revised
9	Second Revised	28	Third Revised
10	Second Revised	28.1	Second Revised
11	Second Revised	29	Fifth Revised
12	Second Revised	•	÷
13	Second Revised		
14	Second Revised		
15	Second Revised		
16	Second Revised		
16.1	Original		
17	Second Revised		
18	Second Revised		



ISSUED: March 7, 2011

ISSUED BY: Curtis Hopfinger

Director, Regulatory & Government Affairs

Evercom Systems, Inc.

14651 Dallas Parkway, Suite 600

Dallas, Texas 75254

EFFECTIVE: April 1, 2011

<sup>\*</sup>Denotes changes made with this filing



#### CONCURRING CARRIERS

None

#### **CONNECTING CARRIERS**

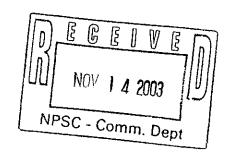
AT&T Communications of the Midwest

MCI

VarTec Telecom, Inc.

### OTHER PARTICIPATING CARRIERS

None



EFFECTIVE: November 24, 2003



November 14, 2003

ISSUED BY: Colleen Dziuban

Director, Governmental Affairs

Evercom Systems, Inc. 8201 Tristar Drive Irving, TX 75063







Sheet Numbering – Sheet numbers appear in the upper right hand corner of the sheet. Sheets are numbered sequentially. From time to time new sheets may be added to the tariff. When a new sheet is added between existing sheets a decimal is added to the preceding sheet number, for example, a new sheet added between Sheets 3 and 4 would be number 3.1

Explanation of Symbols – When changes are made in any tariff sheet, a revised sheet will be issued replacing the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols.

(C) -	Identifies a changed regulation.
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(D	) -	Identifies a discontinued rate or regulation.
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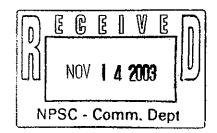
(I) - Identifies an increase in rate.

(M) - Identifies a move from another tariff location without change (T)

(N) - Identified a new rate or regulation.

(R) - Identifies a reduction in rate.

(T) - Identifies a change in text only.





ISSUED: November 14, 2003 ISSUED BY: Colleen Dziuban

Director, Governmental Affairs

Evercom Systems, Inc. 8201 Tristar Drive Irving, TX 75063 EFFECTIVE: November 24, 2003

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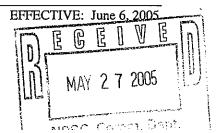
ISSUED: May 26, 2005 ISSUED BY: Colleen Dziuban

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14651 Dallas Parkway, Ste. 600

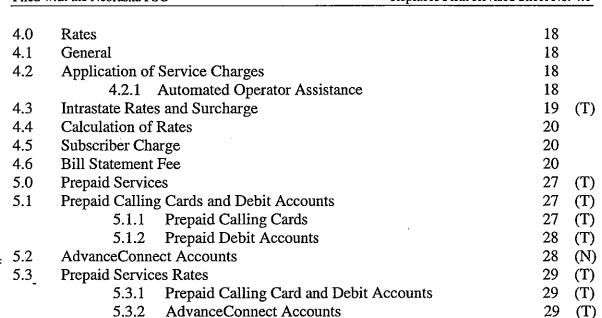
Dallas, TX 75254



#### EVERCOM SYSTEMS, INC.

Telephone Tariff
Filed with the Nebraska PSC

## Sixth Revised Sheet No. 4.1 Replaces Fifth Revised Sheet No. 4.1



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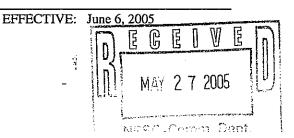
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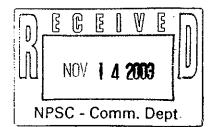
Dallas, TX 75254





#### 0.0 Application of Tariff

- 0.1 This tariff contains the regulations and rates applicable to inmate calling telecommunications services provided by Evercom Systems, Inc. to an Inmate User or Authorized User within a federal, state, local, or private Confinement Facility who uses a Company Pay Telephone on the premises of such Confinement Facility for telecommunications between points within the state of Nebraska. Such services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 0.2 The inmate calling service of Evercom Systems, Inc. is not a part of a joint undertaking with any other entity provided telecommunications channels, facilities or services, but does involve the resale of Message Toll Service (MTS) and Wide Area Telecommunications Services (WATS) and local services of underlying common carriers subject to the jurisdiction of the Commission.
- 0.3 The rates and regulations contained in this tariff apply only to the inmate calling service furnished by Evercom Systems, Inc. and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers used as a part of the service of Evercom Systems, Inc.





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#### 1.0 Explanation of Terms and Abbreviations

#### AdvanceConnect Account

(N)

An account that is established with the Company by an initial payment by an End User which permits an Inmate User to access the Company's services to make prepaid Collect Calls.

#### **Authorization Code**

A pre-defined series of numbers to be dialed by the Inmate User or Authorized User upon access to the Company's system to identify the caller and validate the caller's authorization to use the services provided.

#### Authorized User

A person, firm, partnership, corporation or other entity who is authorized by the Confinement Facility to be connected to and utilize the Company's services under the terms and regulations of this tariff.

#### Called Station

The terminating point (i.e. called number) for a call.

#### Collect Call

A call made by dialing "0" or "1" and the Called Station number, and which is charged to the Called Station with the approval of an End User who accepts the call at the Called Station.

#### Commission

Refers to the Nebraska Public Service Commission.

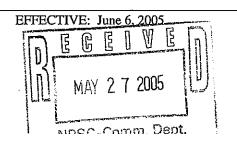
#### Company

Whenever used in this tariff, "Company" refers to Evercom Systems, Inc. unless otherwise specified or clearly indicated by the context and is used interchangeably with "Carrier".



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#### **Confinement Facility**

Used throughout this tariff to refer to any place designated by law for the confinement of persons held in custody under process of law, under lawful arrest or under mental treatment, including a facility for the detention of juveniles.

#### End User

The person, individual, corporation, or other entity whose telephone number is called by the Inmate User. Other than for Debit Account calls, the End User accepts responsibility for payment of the charges for use of the Company's services.

#### Inmates

Persons incarcerated in a Confinement Facility.

#### Inmate User

A person incarcerated in a facility serviced by the Company who is authorized by the Confinement Facility to be connected to and utilize the Company's services under the terms and regulations of this tariff.

#### Pay Telephone

Any pay station instrument through which the Company's services may be accessed.

#### Prepaid Balance

A balance that is established with an initial payment by an Inmate User, Authorized User, or End User for Prepaid Service. Applicable charges are deducted from the Prepaid Balance on a per minute, real time basis.

#### Prepaid Calling Card

A card issued by the Company which provides the Inmate User or Authorized User with a Prepaid Balance, an Authorization Code and instructions for accessing the Company's services. The Inmate User or Authorized User purchases usage on a set prepaid basis.

#### Prepaid Debit Account

An account that is established with an initial payment by an Inmate User for Prepaid Service. The Inmate User is provided with a Prepaid Balance, Authorization Code and instructions for accessing the Company's services.

#### Prepaid Service

A service whereby the Inmate User or the End User accepts responsibility for payment of the charges for use of the Company's services, which includes Prepaid Calling Cards, Prepaid Debit Accounts and Prepaid Collect Accounts.



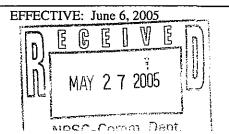
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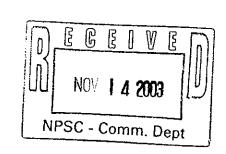
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Rate Center

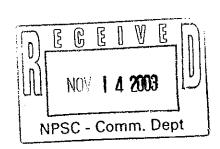
A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Subscriber

The Confinement Facilities to which the Company provides the services specified in this tariff.

Explanation of Acronyms and Trade Names Used in this Tariff 1.1

> **CPE** Customer Premises Equipment IXC = Interexchange Telephone Company **LEC** = Local Exchange Telephone Company Numbering Plan Area **NPA**





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#### 2.0 Rules and Regulations

#### 2.1 Undertaking of Evercom Systems, Inc.

#### 2.1.1 General

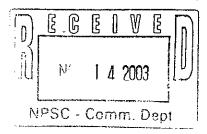
The services of Evercom Systems, Inc. consist of furnishing interstate and intrastate telecommunication services to Inmates of federal, state, local, and private Confinement Facilities who use a Company Pay Telephone. Such services are available to Inmates from locations in such Confinement Facilities through Company Pay Telephones via resold transmission facilities procured from interexchange carriers and local exchange carriers in accordance with the provisions of this tariff.

#### 2.1.2 Limitations

- (A) Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff in compliance with limitations set forth in the Commission's rules.
- (B) The Company reserves the right to discontinue service when the Confinement Facility or End User violates the provisions of this tariff, signed contract or acts in violation of the law, with notice as required by the rules of the Commission.
- (C) The Company does not undertake to transmit messages, but offers the use of its facilities, when available, for that purpose.

#### 2.2 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the service. Service furnished by the Company is exclusively arranged for use of Inmates of federal, state, local, or private Confinement Facilities. Payment for the services provided by the Company is the ultimate responsibility of the End User, with the exception of Prepaid Service. Payment arrangements are set forth in Sections 2.7.1 and 6.1 of this tariff.





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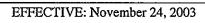
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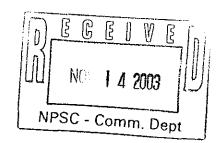


#### 2.3 Liability

- (A) The Company shall not be liable for claim or loss, expense or damage, for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by an act of God, fire, war, civil disturbance, or act of government.
- (B) The Company shall not be liable for, and shall be fully indemnified against, any claim or loss, expense or damage, for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or of any other injury to any person, property or entity arising out of the material, data, or information transmitted.
- (C) No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- (D) The Company's liability due to any failure of transmission shall not exceed an amount equal to the charges provided for under this tariff for the call, including any applicable surcharges.

#### 2.3.1 <u>Inspection, Testing, and Adjustment</u>

Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied within the installation, operation, or maintenance of the Confinement Facility or the Company's equipment. Company may interrupt the service at any time, without penalty to itself, unless interruption exceeds 24 hours.

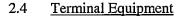


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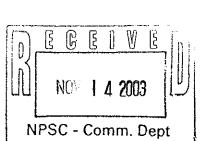


#### 2.4.1 Interference and Hazard

The operating characteristics of customer premises equipment or communications systems connected to Company's services must not interfere with, or impair, any of the services offered by the Company. In addition, connected CPE must not endanger the safety of the Company employees or the public, damage or interfere with the proper functioning of Company equipment, or otherwise injure the public in its use of Company's services.

#### 2.4.2 Blocking

Calls made by Inmates will be blocked from reaching another IXC other than that used by the Company.





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#### 2.4.3 Posting

The Company will post on or in reasonable proximity to its telephones on the subscriber premises the following information:

- 1. The full name and address, including zip code of the Company.
- 2. The Company toll-free customer service number for receipt of further service and billing information. This number can be called from outside the prison only.

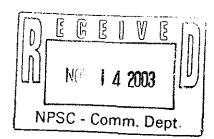
The Company is responsible for the form of the posting, which shall be accompanied with the foregoing. Company shall make reasonable efforts to ensure implementation of these posting requirements, both initially and on an ongoing basis. All Company-owned instruments shall comply with these posting requirements.

#### 2.5 <u>Installation and Termination</u>

The End User does not contract directly with the Company for service. No minimum service period applies to End Users. No notice is required by End Users to initiate or terminate use of the Company service. Service is installed upon contractual agreement between the Confinement Facility and the Company. The contractual agreement specifies the terms and conditions of installation, termination of service, commission structure, and commission payment schedule. The agreement does not alter the obligations of the Company to the End User, as described in this tariff, nor does the contract alter the rates contained in this schedule.

#### 2.6 Deposits

Deposits are required of neither End Users nor Confinement Facilities for establishment or service.





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#### 2.7 Payment for Service and Credit Allowance

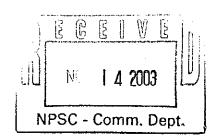
#### 2.7.1. Payment for Service

(A) All charges due from the End User are payable to the billing agency duly authorized to receive such payments, with the exception of charges related to Prepaid Service. Subscribers are not responsible for billing and are, therefore, not subject to disconnection for nonpayment of End User bills.

(B) The billing agency will follow the rules and regulations of the appropriate regulatory agency (e.g. the Nebraska Public Service Commission) and the billing agency's applicable tariff provisions concerning the payment, customer billing, timely payment, treatment of delinquent amounts, late payment charges, and payment and collection efforts, except as otherwise provided by the regulatory agency (e.g. by waiver of rules).

#### **Credit Limitations**

Company reserves the right to prohibit calls to a telephone number once a predetermined credit limit has been reached. The predetermined credit limit will be set by the Company. When total billing is at or over the limit, the Company will automatically block calls to that number. Company will notify the customer of record for that telephone number on how to receive additional service from Company because their limit had been reached.





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#### 2.7 Payment for Service and Credit Allowance (cont'd)

#### 2.7.3 Advance Payments

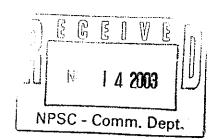
For those End Users who the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This advance payment will be applied against the next month's charges and, if necessary, a new advance payment may be collected for the next month.

#### 2.7.4 Taxes and Fees

Except for Prepaid Service, any governmental assessments, fees, license, or other similar taxes or fees imposed upon Company on a per-call basis shall be added pro rata, insofar as practical, to the rates and charges stated in this tariff.

#### 2.7.5 Nebraska Universal Service Fund

Nebraska Universal Service Fund (NUSF) assessments are allowed to be flowed through to the End User. These will be billed to End Users based on the assessment rate determined by the Commission.



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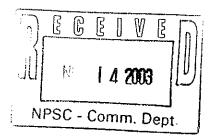
#### 2.7 Inquiry and Resolution of Complaint Procedures

Parties accepting charges for calls placed using Company's inmate calling service who have inquiries or complaints regarding their bills may call the toll-free number of the billing agent provided on the bill. The billing agent will notify the caller of the Company's toll free number and direct the caller to call Company directly. Such calls will be handled informally by service personnel who have authority to adjust bills on behalf of the Company.

End users may reach Company's customer service department by dialing 800-844-6591, which is a Company toll-free number, available from outside the Confinement Facility. This number also may be obtained by asking the billing agent's customer service person. Company's customer service department accepts calls on a twenty-four hour a day basis.

Complaints concerning the charges, practices, facilities or service of Company shall be investigated promptly and thoroughly. Company and its authorized billing agents shall keep a record of each complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint, which will enable Company to review and analyze its procedure and actions. The records maintained by Company under this tariff shall be available for inspection by the Commission or its staff upon request. Within thirty (30) days of the receipt of a written complaint, Company will provide written notice to the complainant of the status of the complaint. Each End User may file with the Commission for resolution of disputes at:

Nebraska Public Service Commission 300 The Atrium, 1200 "N" Street Lincoln, Nebraska 68509-4927





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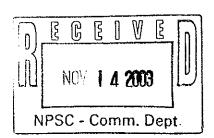
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#### 2.8 Branding

Company shall identity itself as Evercom Systems, Inc. audibly and distinctly to the End User at the beginning of each telephone call, and again before connecting the call, both of which occur before any charge for the call is incurred.

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#### 3.0 <u>Description of Services Offered</u>

#### 3.1 Company Inmate Calling Service

Company offers intrastate resale telecommunications service to Confinement Facilities serving Inmates of federal, state, local, and private Confinement Facilities in Nebraska and who use a Company Pay Telephone. All of Company's services anticipate the provision of collect-only calls using automated Company-owned telephones, with the exception of calls made using Company's Prepaid Service.

End Users may arrange to have calls billed as collect calls to the End User according to the terms of this tariff.

A call is made when the Inmate User dials the telephone number of an End User via Company's Pay Telephone located at the Confinement Facility. An affirmative, positive response from the End User must be received by Company. A positive response is not the End User staying on the line, but the entering of a positive acceptance code by the End , User. The Company automated operator device will indicate the acceptance of the call.

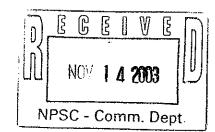
#### 3.2 <u>Timing of calls</u>

#### 3.2.1 General

- (A) The minimum length of a call for billing purposes is sixty (60) seconds for a connected call. Calls are measured and rounded to the next higher full minute.
- (B) Chargeable time for collect calls begins when the End User accepts responsibility for payment. Chargeable time for calls using the Company's Prepaid Service begins when the End User agrees to receive the call, with no responsibility for payment. Chargeable time ends when either the Inmate User or the End User hangs up, disconnecting the call.



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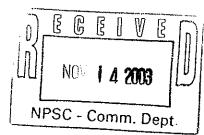
#### 3.3 <u>Determination of Mileage</u>

Charges for each call are computed on an airline mileage basis as described below.

- (A) Calling distance is measured from the rate center of the Confinement Facility's or Company's terminal or switch location to the rate center of the destination of the call, regardless of Company routing.
- (B) The rate centers of a call are determined by the NPA's, or area codes, and exchanges of the origination and destination points, as listed in AT&T FCC Tariff No. 10.
- (C) The distance between the rate center of the subscriber's switch and that of the destination point is calculated by using the "V" and "H" coordinates in the following manner:
  - Step 1: Obtain the "V" and "H" coordinates for the rate centers of subscriber's switch and the destination point.
  - Step 2: Obtain the difference between the "V" coordinates of each of the rate centers. Obtain the difference between the "H" coordinates.
  - Step 3: Square the difference obtained in Step 2.
  - Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
  - Step 5: Divide the sum of the squares obtained in Step 4 by ten (10). If any fraction results, round to the next higher whole number.
  - Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any faction is obtained. This is the distance between the rate centers.

The formula for calculating the distance between rate centers is:

$$\begin{bmatrix} \frac{(V1-V2)^2+(H1-H2)^2}{10} \end{bmatrix} \frac{1}{2}$$



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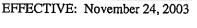
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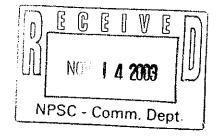
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where (V1, H1) are the coordinates for the originating rate center and (V2, H2) are the coordinates for the terminating rate center.





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Evercom Systems, Inc. 8201 Tristar Drive Irving, TX 75063

EFFECTIVE: November 24, 2003



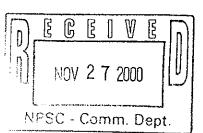
For those customers who the Company determines as advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This advance payment will be applied against the next month's charges and, if necessary, a new advance payment may be collected for the next month.

#### 2.7.2.a Taxes and Fees

Any governmental assessments, fees, license, or their similar taxes or fees imposed upon Company on a per-call basis shall be added pro rata, insofar as practical, to the rates and charges stated in this tariff.

#### 2.7.2.b Nebraska Universal Service Fund

Nebraska Universal Service Fund (NUSF) assessments are allowed to be flowed through to the end user. These will be billed to end users based on the assessment rate determined by the Commission.



EFFECTIVE: /2/07/00

ISSUED:

November 22, 2000

ISSUED BY: Mike Smith

Director of Regulatory Affairs Evercom Systems, Inc. 8201 Tristar Drive

Irving, TX 75063

(N)





#### 4.0 Rates

#### 4.1 General

The End User is charged individually for each collect call placed through Company. The Inmate User or Authorized User is charged individually for each Prepaid Service call placed through Company. Charges are computed on an airline mileage basis as described in Section 3.3 of this tariff.

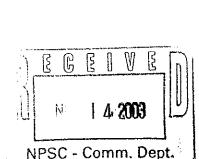
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#### 4.2 Application of Service Charges

Appropriate operator assistance charges are billed on a per-call basis as stated in the tariff.

#### 4.2.1 Automated Operator Assistance

This charge applies to calls completed with the assistance of an automated operator. The End User must accept responsibility for payment of Collect Calls with a positive response. The End User must agree to receive Prepaid Service calls with a positive response, with no responsibility for payment. See Section 3.1.





ISSUED: November 14, 2003 ISSUED BY: Colleen Dziuban

Director, Governmental Affairs

Evercom Systems, Inc. 8201 Tristar Drive Irving, TX 75063 EFFECTIVE: November 24, 2003

#### 4.3 Intrastate Inmate Rates

#### 4.3.1 Local Call

Surcharge - \$4.01 Per Call Charge - \$0.50

#### 4.3.2 IntraLATA Station to Station

Surcharge - \$3.95

	DAY		EVENING		NIGHT/WEEKEND	
Mileage	Initial Period	Each Add'l Period	Initial Period	Each Add'l Period	Initial Period	Each Add'l Period
0-9999	0.5000	0.5000	0.5000	0.5000	0.5000	0.5000

#### 4.3.3 InterLATA Station to Station Rates

Surcharge \$3.95

	D	ΑŸ	EVI	ENING	NIGHT	/WEEKEND
Mileage	Initial Period	Each Add'l Period	Initial Period	Each Add'l Period	Initial Period	Each Add'l Period
0-9999	0.6900	0.6900	0.6900	0.6900	0.6900	0.6900

Day Rate Period: calls placed from 8 a.m. to 5 p.m. Monday through Friday

Evening Rate Period: calls placed from 5 p.m. to 11 p.m. Sunday through Friday.

Night/Weekend Rate Period: calls placed from 11 p.m. to 8 a.m. Sunday through Friday, all day Saturday, and Sunday from 8 a.m. to 5 p.m.

4.3.4 Standardized Intrastate Inmate Rates – the following standardized rate options are available to facilities. Surcharges and per minute rates apply regardless of time of day or type of call.

	Per Call Surcharge	Per Minute Rate
1	\$2.25	\$0.40
2	\$2.25	\$0.50
3	\$2.50	\$0.60
4	\$3.25	\$0.65
5	\$3.50	\$0.40
6	\$3.50	\$0.45
7	\$3.50	\$0.50
8	\$3.50	\$0.55
9	\$3.50	\$0.4010
10	\$3.50	\$0.4510
11	\$3.50	\$0.6510

ISSUED: June 15, 2010 ISSUED BY: Curtis Hopfinger

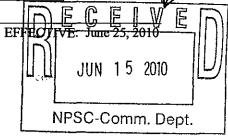
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Director, Government & Regulatory Affairs

Evercom Systems, Inc.

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(N)

#### 4.4 Calculation of Rates

When application of per minute rates results in a fractional charge for the total cost of a phone call, the amount will be rounded down to the lower cent. When calls cross rate period boundaries (e.g. from the day rate period to the evening rate period), each portion of the call is rated according to the rates applicable during that time period.

The charge for initial period is the initial period in which the message connect time occurs. The charge for each additional minute of usage is the additional minute billing rate for the rate period in which the beginning of each additional minute occurs.

#### 4.5 Subscriber Charge

A separate unregulated subscriber charge may be applicable to operatorassistance calls placed from Confinement Facilities served by Company. The subscriber charge is a non-regulated, untariffed charge that will not exceed \$1.00 per call.

#### 4.6 Bill Statement Fee

An undiscountable bill statement fee of \$2.99 may be applied to an End User's local exchange carrier bill in each month in which Collect Calls from Confinement Facilities are billed, regardless of the number of calls accepted. The bill statement fee is a monthly charge to recover some of the Company's expenses associated with calls from Confinement Facilities served by the Company and that are billed through local exchange carriers. No fee will be assessed in any month if no Collect Calls are accepted. This fee will not be assessed on End Users that prepay for their services or those that are directly billed by the Company.

#### 4.7 SECUREvoice™

This charge may apply to automated calls place by inmates of confinement facilities when such calls are provided through Evercom Systems, Inc.'s own processing equipment. SECUREvoice<sup>TM</sup> provides validation of inmate personal identification numbers (PINs) through voice verification technology for purposes of improved security and reduced potential of fraud and consumer harassment by inmates. Where installation of SECUREvoice<sup>TM</sup> is requested by confinement facilities, a per call service charge of \$0.25 applies in addition to all applicable message charges, operator assistance service charges and other miscellaneous service charges.

ISSUED: March 7, 2011

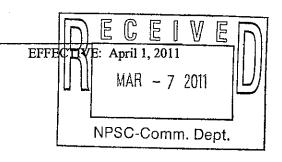
ISSUED BY: Curtis Hopfinger

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#### 4.8 Return Check Charge

(N)

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

#### 4.9 Credit Card/Check-by-Phone Payment Processing Fee

A payment processing fee in the amount of \$6.95 is applicable to credit card payments and check-by-phone payments submitted to the Company. This fee does not apply to payments mailed to the company or submitted via a customer's online banking service.

(N)



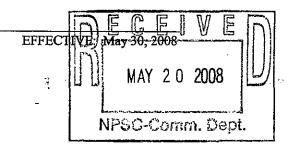
ISSUED: May 20, 2008

ISSUED BY: Curtis Hopfinger
Director, Government & Regulatory Affairs

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#### 5.0 Prepaid Services

#### 5.1 Prepaid Calling Cards and Debit Accounts

Where offered by the Confinement Facility, Inmates may either purchase a Prepaid Calling Card or set up a Prepaid Debit Account for calls made by the Inmate User or Authorized User. Prepaid Calling Cards and Debit Accounts provide an alternative method to make calls and are designed for those Inmates who prefer to prepay for their calls. Calls are made by dialing a special access dialing sequence that connects directly to the Company's network at the Confinement Facility. A valid Authorization Code must be entered to access the account.

The Company's system automatically informs the Inmate User or Authorized User of the Prepaid Balance remaining on the Prepaid Calling Card or in the Prepaid Debit Account, and provides prompts to place the call by entering the destination telephone number with area code. Network usage is deducted from the Prepaid Balance on a real time basis as the call progresses. Applicable state taxes and fees are included in the rates and charges for the calls made. On Prepaid Calling Card and Prepaid Debit Account calls, when the Prepaid Balance is one minute prior to depletion, the Inmate User or Authorized User will be interrupted with such an announcement.

Prepaid Calling Card and Debit Account services are available twenty-four (24) hours a day, seven (7) days per week to all terminating locations serviced. Access to such telephone services by an Inmate User may be subject to time-of-day and usage restrictions imposed by individual Confinement Facilities. No minimum service period applies. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest one (1) cent on a per call basis. Prepaid Balances are not charged for incomplete calls.

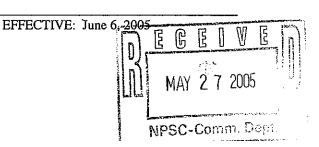
#### 5.1.1 Prepaid Calling Cards

The Confinement Facilities that offer the option of Prepaid Calling Cards may purchase Prepaid Calling Cards directly from the Company. Inmates then purchase the Cards from authorized personnel at the Confinement Facilities. The Company does not engage in direct monetary transactions with the Inmate. The Inmate may purchase a Prepaid Calling Card in denominations determined by the Confinement Facility. Prepaid Calling Cards are offered only to Inmates at Confinement Facilities and not to the general public. Prepaid Calling Cards are valid for one hundred eighty (180) days from the date of first usage. Unused Prepaid Balances may be used by the Inmate User or Authorized User following release from the Confinement Facility only through the Company's network by dialing a special toll free access number with automatically connects



ISSUED: May 26, 2005 ISSUED BY: Colleen Dziuban

Director, Governmental Affairs Evercom Systems, Inc. 14651 Dallas Parkway, Ste. 600 Dallas, TX 75254





the call to the Company's network. Unused Prepaid Balances are not refundable nor may Prepaid Calling Cards be replenished upon the depletion of the Prepaid Balance. Inmates may purchase additional cards, as permitted by their Confinement Facility.

#### 5.1.2 Prepaid Debit Accounts

For a Prepaid Debit Account, the Inmate may set up the account through the Confinement Facility administrators with an initial payment typically through the Inmate's commissary account, in those Confinement Facilities where this service is available. Upon the depletion of the Prepaid Balance, the Prepaid Debit Account may be replenished by depositing funds into the Account via the Confinement Facility administrator. Prepaid Debit Accounts are considered dormant if there is no activity for one hundred eighty (180) days following the last call made. Inactive accounts will be removed from the Company's system. In conjuction with their release from the Confinement Facility, the Inmate may request a refund from the Confinement Facility administrator.

#### 5.2 AdvanceConnect Accounts

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End Users who prefer to pay in advance for Collect Calls that originate from Confinement Facilities, or else if the End User's local exchange carrier does not have a billing and collection agreement with the Company or its intermediary, may set up an AdvanceConnect Account with the Company with a minimum initial fifty dollar (\$50) payment. The Account is set up with the initial payment and may be replenished by the End User. Applicable state taxes and fees are calculated and deducted from the balance at the conclusion of the call.

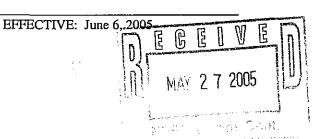
When the balance in an AdvanceConnect Account reaches twenty dollars (\$20) or below, the End User will receive an automated courtesy call from the Company notifying the End User with such an announcement. If the End User's balance reaches zero prior to replenishment of the Account, the End User will be blocked from receiving further calls from any Confinement Facility served by the Company until the balance is replenished or an alternative billing arrangement is made.

The End User may request a refund of the available balance in the AdvanceConnect Account either by written request to the Company or by contacting the Company at its toll free telephone number once the End User verifies certain account information. Any such unused balances will expire in one hundred eighty (180) days following the last call made, unless the balance is either fully depleted or a refund has been requested. No refunds of unused balances will be issued



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#### 5.2 <u>AdvanceConnect Accounts (Continued)</u>

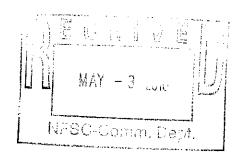
Refunds are subject to a processing fee of up to \$4.95 and no refunds will be issued for accounts reflecting a balance of \$4.95 or less; this policy applies only to accounts established on or after November 1, 2008. No refunds of unused balances will be issued after the expiration date.

AdvanceConnect Account service is available twenty-four (24) hours a day, seven (7) days a week to all terminating locations served. Access to such services by the Inmate User may be subject to time-of-day and usage restrictions imposed by individual Confinement Facilities. No minimum service period applies. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest one (1) cent on a per call basis. Balances are not charged for incomplete calls.

Wireless Administration Fee – a monthly fee of up to \$1.99 is applicable to any AdvanceConnect account with a wireless telephone number included as a number authorized to receive calls. This fee applies once per month, per account regardless of the number of wireless telephone numbers authorized. The fee amount will be deducted from the AdvanceConnect account balance on a monthly basis as long as a wireless number remains on the AdvanceConnect account. As of the initial effective date of this fee, existing AdvanceConnect accounts with existing authorized wireless numbers will be Grandfathered and the Wireless Administration Fee will not apply. If an existing AdvanceConnect account adds or changes a wireless number on the account, the Wireless Administration Fee will apply going forward.

(N)

(N)



ISSUED: April 30, 2010

ISSUED BY: Curtis Hopfinger

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EFFECTIVE: May 11, 2010



#### 5.3 Prepaid Services Rates

#### 5.3.1 Prepaid Calling Cards and Debit Accounts

#### Option 1

#### PER MINUTE USAGE CHARGE

\$0.50

#### Option 2

Rates and charges for prepaid calling services are provided at a ten percent discount off standard operator assisted collect call rates.

#### Option 3

#### PER MINUTE USAGE CHARGE

\$0.60

#### Option 4

Rates and charges for prepaid calling services are provided at the standard contracted collect call rates applicable to the facility requesting prepaid services.

(N)

#### 5.3.2 AdvanceConnect Accounts

The rates for AdvanceConnect Accounts are the same as those for automated Collect Call service.

ISSUED: November 19, 2007 ISSUED BY: Curtis Hopfinger

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